

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

AAN STANTON,

Plaintiff,

-against-

KATHEY CURANAJ AND COBY GRAND  
CONCOURSE, LLC.

Defendants.

Civil Action No. 08-CV-2774 (NRB)

**ANSWER**

Defendants Katrina Curanaj s/h/a "Kathey Curanaj" ("Ms. Curanaj") and Coby Grand Concourse, LLC. ("Coby Grand" collectively hereinafter referred to as "Defendants"), by and through their counsel, Clifton, Budd & DeMaria, LLP, answer the Complaint as follows:

1. Defendants deny all the allegations contained in Plaintiff's Complaint except where expressly admitted in this Answer. Furthermore, Defendants deny that Plaintiff has sustained or is entitled to any damages as a result of their conduct or that Defendants engaged in any discriminatory or retaliatory conduct towards the Plaintiff.

## JURISDICTION

2. Deny that this Court has jurisdiction.

## PARTIES IN THIS COMPLAINT

3. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph I(A) of the Complaint.

4. Admit that Coby Grand has an office in Brooklyn, New York, but except as so admitted, deny the remaining allegations in paragraph I (B) of the Complaint.

5. Admit that 1777 Grand Concourse, Bronx, New York is the address of the building where Plaintiff was employed.

#### **STATEMENT OF CLAIM**

6. Deny that Plaintiff experienced any discriminatory action by Defendants in connection with the termination of his employment or in the terms and conditions of his employment or that he experienced any retaliation.

7. Deny that Plaintiff experienced any discriminatory acts from January 2004 through February 27, 2007 as alleged in paragraph II (B) of the Complaint.

8. Deny that Defendants discriminated against Plaintiff because of his race, color or national origin.

9. Deny the allegations contained in section II (E) of the Complaint, but except so denied, admit that on February 27, 2007 Plaintiff was fired from his employment with Coby Grand.

#### **EXHAUSTION OF FEDERAL ADMINISTRATIVE REMEDIES**

10. Deny knowledge or information sufficient to form a belief as to the truth of the allegations that Plaintiff filed a charge with the Equal Employment Opportunity Commission or his Equal Employment Opportunity counselor alleging discriminatory conduct on 2/27/2007, 2006, 2005 and 2004 contained in paragraph III (A) of the Complaint.

11. Admit that the Equal Employment Opportunity Commission issued a right to sue letter, but deny knowledge or information sufficient to form a belief as to the truth of the allegation that Plaintiff received his Notice of Right to Sue letter in December.

#### **RELIEF**

12. Deny that Plaintiff is entitled to any relief sought in paragraph IV of this Complaint.

**AFFIRMATIVE DEFENSES**

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The Complaint fails, in whole or in part, to state a claim for which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

Plaintiff failed timely to file charges with the EEOC with respect to claims not set out in his EEOC charge in EEOC Charge No. 520-2007-02770.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to punitive damages because he cannot demonstrate the necessary conduct or mental state to warrant punitive damages and assuming, *arguendo*, the alleged conduct occurred, Defendants acted, at all relevant times, in good faith and consistent with established business policies and practices.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

Defendants had legitimate, non-discriminatory business reasons for any employment action taken.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's claim against Defendant Ms. Curanaj is barred under Title VII because there is no statutory claim for individual liability.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

Plaintiff's claim against Defendant Coby Grand Concourse is barred in part because it is not an employer covered by Title VII.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff is not entitled to backpay, front pay, benefits or any other relief because Plaintiff has failed to mitigate his damages.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

Defendants are not liable because they exercised reasonable care to prevent and correct any unlawful or retaliatory behavior and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendants or to avoid harm otherwise.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

Plaintiff has waived some or all of his claims in this action.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

Plaintiff is barred from all equitable relief under the doctrine of unclean hands.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the contractual agreement to arbitrate them.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims for damages relating to personal property are barred because Plaintiff has sought administrative relief by filing a complaint with the New York State Attorney General's Office.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to satisfy conditions precedent to maintaining an action under the NY City Administrative Code as he did not allege that he effected service as required by that ordinance.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to exhaust his contractual remedies with respect to some of his claims.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in part by contractual limitations periods.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

Some of Plaintiff's claims are preempted by applicable federal law inasmuch as some claims arise under a collective bargaining agreement.

AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff lacks standing with respect to some of his claims.

AS AND FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE

The Court lacks subject matter jurisdiction over some or all of the claims.

AS AND FOR A NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to any of the relief sought in the Complaint.

**WHEREFORE**, Defendants demand judgment dismissing the Complaint in its entirety, and request that this Court grant Defendants their costs, attorneys' fees and such other and further relief which the Court deems just and proper.

Dated: New York, New York  
May 7, 2008

Respectfully submitted,

CLIFTON BUDD & DEMARIA, LLP

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